

**CITY OF FORT LAUDERDALE
FY 2024 NOT FOR PROFIT CONTRIBUTION AGREEMENT**

THIS CITY OF FORT LAUDERDALE FY 2024 NOT FOR PROFIT CONTRIBUTION AGREEMENT, ("Agreement"), made and entered this 3rd day of October, 2023, ("Effective Date"), is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 101 NE 3rd Avenue, Suite 1400, Fort Lauderdale, Florida, 33301, and Carlton B. Moore Freedom Foundation, Inc., a Florida not for profit corporation, ("Organization" or "Participant" or "Contractor"), whose principal address is 1630 NW 26 Terrace, Fort Lauderdale, FL 33311.

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Organization hereby agree as follows:

1. The City agrees to provide to the Organization the amount of \$5,000, which the Organization shall expend on or before September 30, 2024, to defray costs associated with the 4th Annual Carlton B. Moore Friends & Family Day. This special event will take place at Osswald Park, 2220 NW 21 Avenue, Fort Lauderdale, FL 33311 on October 7, 2023, and will feature live music, a bid whist tournament, a three-point basketball contest, food trucks, a kids' zone, and vendors' marketplace.

2. The Organization shall not use City funds for:

- | | |
|---------------------------|--|
| • Profit | • Unemployment Compensation |
| • Alcoholic beverages | • FICA, Retirement, Life, and/or Medical Insurance |
| • Staff salaries | • Worker's Compensation Insurance |
| • Staff bonuses | • Fundraising |
| • Lobbying Services | • Gift certificates or monetary awards |
| • Legal Services | • Administration |
| • Land Acquisition | • Luxury items as determined by the City in the City's sole discretion |
| • Membership Fees | • Cable or satellite television |
| • Travel | • Cellular telephones or services |
| • Costs due to negligence | • Any activity that would violate any applicable law, ordinance, or regulation |
| • Debt | |
| • Audit Services | |
| • Taxes | |

3. The term of this Agreement shall be October 1, 2023, through September 30, 2024.

4. The City or the City's designee may audit the books, records, and accounts of the Participant that are related to this Agreement. The Participant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. The Participant shall preserve and make available, at reasonable times for examination and audit by the City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law (Chapter 119, Florida Statutes) and corresponding retention schedules, or for a minimum of three (3) years after expiration or termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the Participant shall retain the books, records, and accounts until resolution of the audit findings. The Participant shall comply with all requirements of the Florida public records law; however, no confidentiality or non-disclosure

requirement of either federal or state law shall be violated by the Participant. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the City's disallowance of funding and recovery of any payment upon such incomplete or incorrect entry. This section shall survive the expiration or early termination of this Agreement.

5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, E-MAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- d. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

6. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel.

7. On or before October 31, 2024, the Organization shall submit to the City an end of year programmatic and financial report detailing and accounting for the Organization's use of the funds provided pursuant to this Agreement during the period October 1, 2023, through September 30,

2024. The programmatic and financial report shall be directed to the City as follows:

**City of Fort Lauderdale
Office of Management and Budget
Budget/CIP and Grants Division
101 NE 3rd Avenue, Suite 1400
Fort Lauderdale, FL 33301**

This section shall survive the expiration or early termination of this Agreement.

8. Organization shall protect and defend, counsel being subject to the City's approval, and indemnify and hold harmless the City, and the City's officers, employees, and agents from and against any and all lawsuits, penalties, claims, damages, judgments, decrees, settlements, costs, charges, and other expenses or liabilities of every kind, sort, or description, including, but not limited to, any award of attorney fees and any award or costs at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the Organization's acts or omissions in the obligations or services under this Agreement. This section shall survive the expiration or early termination of this Agreement.

9. If the Organization files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future federal bankruptcy law or any other present or future applicable federal, state or local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Organization for all or any part of the properties of Organization; or if within ten days after commencement of any proceeding against the Organization, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future federal bankruptcy law or any other present or future federal, state or local law, such proceeding shall not have been dismissed or stayed on appeal; or if, within ten days after the appointment, without the consent or acquiescence of the Organization or of any trustee, receiver, or liquidator of the Organization, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten days after the expiration of any such stay, such appointment shall not have been vacated, such action will constitute a default, in which case the Organization shall forthwith refund to the City the entire amount of the funds theretofore paid to the Organization pursuant to this Agreement.

10. As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

a. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

b. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

d. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

e. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section 10, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section 10 in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

11. The Organization shall at all times conduct its affairs in accordance with and be in compliance with all applicable laws, ordinances, and regulations.

12. In the event that either party brings suit for enforcement of this Agreement, the Organization shall pay the City's attorney fees and costs.

13. This Agreement shall constitute the entire agreement between the City and the Organization for the use of funds received pursuant to this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Organization with respect to the subject matter of this Agreement. No prior written or contemporaneous oral promises or representations shall be binding. Neither this Agreement nor any interest in this Agreement may be assigned, transferred, or encumbered by the Organization without the prior written consent of the City. All representations and warranties made herein regarding the Organization's indemnification obligations and obligations to maintain and allow inspection of records shall survive the termination of this Agreement.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. BOTH PARTIES EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT.

IN WITNESS WHEREOF, the City and the Organization execute this Agreement as follows:

City of Fort Lauderdale

By: [Signature]
Dean J. Trantalis, Mayor

By: [Signature]
Greg Chavarria, City Manager

Approved as to form and correctness:

[Signature]
Sr. Assistant City Attorney

WITNESSES:

[Signature]
Print Name: Ausrelle Jones

[Signature]
Print Name: Sehn B. Grant

Carlton B. Moore Freedom Foundation, Inc.

By: [Signature]
Forrest G. Moore, President

ATTEST:

(CORPORATE SEAL)

[Signature]
Jessica Moore, Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 5th day of October, 2023, by Forrest G. Moore as President for
Carlton B. Moore Freedom Foundation, Inc., a Florida not for profit corporation.

(SEAL)



[Signature]
Notary Public, State of Florida (Signature of
Notary Public)

Michelle Roseburr-Jones
(Print, Type, or Stamped Commissioned Name
of Notary Public)

Personally Known X OR Produced Identification _____
Type of Identification Produced: _____



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation

CARLTON B. MOORE FREEDOM FOUNDATION, INC.

Filing Information

Document Number N14000007080

FEI/EIN Number 47-1214796

Date Filed 07/28/2014

State FL

Status ACTIVE

Principal Address

1630 NW 26 TERRACE
FT. LAUDERDALE, FL 33311

Mailing Address

1630 NW 26 TERRACE
FT. LAUDERDALE, FL 33311

Registered Agent Name & Address

MCKINLEY, DELORES Y
1630 NW 26 TERRACE
FT. LAUDERDALE, FL 33311

Officer/Director Detail

Name & Address

Title President

MOORE, FORREST G
1761 NW 28 AVENUE
FT. LAUDERDALE, FL 33311

Title PARL

WILLIAMS, ERNESTINE
20613 NE 6 COURT
MIAMI, FL 33179

Title S

Moore, Jessica
1711 N W 28 Avenue
FORT LAUDERDALE, FL 33311

Title Treasurer

MCKINLEY, DELORES Y
1630 NW 26 TERRACE
FT. LAUDERDALE, FL 33311

Title VP

HAMIN, MIKAL
PO BOX 5542
FT. LAUDERDALE, FL 33310

Title FOUNDING PRESIDENT

JONES, REBECCA
20638 NE 7TH CT
MIAMI, FL 33179

Annual Reports

Report Year	Filed Date
2022	02/08/2022
2023	01/26/2023
2023	09/09/2023

Document Images

09/09/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/26/2023 -- ANNUAL REPORT	View image in PDF format
02/08/2022 -- ANNUAL REPORT	View image in PDF format
03/13/2021 -- ANNUAL REPORT	View image in PDF format
02/10/2020 -- ANNUAL REPORT	View image in PDF format
02/22/2019 -- ANNUAL REPORT	View image in PDF format
03/08/2018 -- ANNUAL REPORT	View image in PDF format
01/16/2017 -- ANNUAL REPORT	View image in PDF format
03/09/2016 -- ANNUAL REPORT	View image in PDF format
02/09/2015 -- ANNUAL REPORT	View image in PDF format
07/28/2014 -- Domestic Non-Profit	View image in PDF format

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING A CITY OF FORT LAUDERDALE FY 2024 NOT FOR PROFIT CONTRIBUTION AGREEMENT WITH CARLTON B. MOORE FREEDOM FOUNDATION, INC., AUTHORIZING EXECUTION OF THE NOT FOR PROFIT CONTRIBUTION AGREEMENT, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, according to its website,

The Carlton B. Moore Freedom Foundation, formed to honor the former longtime Fort Lauderdale city commissioner, plans to help inmates who may have been treated unfairly because of mandatory minimal sentencing. The foundation also wants to raise money for scholarships and educational programs for students in the Fort Lauderdale community.; and

WHEREAS, the City's contribution of funds to Carlton B. Moore Freedom Foundation, Inc., in support of the 4th Annual Carlton B. Moore Friends & Family Day, will serve a legitimate municipal and public purpose;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. The City Commission hereby approves the City of Fort Lauderdale FY 2024 Not for Profit Contribution Agreement with Carlton B. Moore Freedom Foundation, Inc., ("Contribution Agreement"), in substantially the form attached to City Commission Agenda Memo #23-0971, and authorizes execution of the Contribution Agreement.

SECTION 2. That if any clause, section, or other part of this Resolution shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Resolution shall not be affected thereby, but shall remain in full force and effect.

SECTION 3. That this Resolution shall be in full force and effect upon its adoption.

ADOPTED this ____ day of _____, 2023.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM:

Interim City Attorney
D'WAYNE M. SPENCE

Dean J. Trantalis _____
John C. Herbst _____
Steven Glassman _____
Pamela Beasley-Pittman _____
Warren Sturman _____



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

11

Today's Date: 10 / 6 /2023

DOCUMENT TITLE: CARLTON B. MOORE FREEDOM FOUNDATION, INC. – FY 2024 NOT FOR PROFIT CONTRIBUTION AGREEMENT

COMM. MTG. DATE: 10/3/2023 CAM #: 23-0971 ITEM #: CR-9 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CMO Router Name/Ext: _____ # of originals routed: 1 Date to CAO: 10/5/2023

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 10/6/2023 Paul G. Bangel
Attorney's Name Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 10/09/23

4) City Manager's Office: CMO LOG #: 0027 Document received from: _____

Assigned to: GREG CHAVARRIA ☐
ANTHONY FAJARDO ☐ SUSAN GRANT ☐
GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM: A. Fajardo _____ (Initial/Date) S. Grant _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward _____ originals to ☒ Mayor ☐ CCO Date: 10/10/23

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards 1 originals to: C. Crawford/Budget/Ext. 5425

Attach _____ certified Reso # _____ ☐ YES ☒ NO Original Route form to J. Larregui/CAO